



Master Sales Agreement Number M2256

Master Sales Agreement

Date: June 13, 2012

NACR: NORTH AMERICAN COMMUNICATIONS RESOURCE, INC. 3344 Hwy 149 Eagan, MN 55121 (800) 431-1333 FAX 651-994-6801	CUSTOMER: CITY OF LINCOLN, NEBRASKA Purchasing 440 S. 8th St. Lincoln, NE 68516 (402) 441-8314 FAX
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This MASTER SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between NACR and Customer. NACR and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.

This Agreement shall apply to all hardware and/or software (collectively "Products") to be provided by NACR to Customer as more fully described on a sales order ("Master Agreement Rider" or "Sales Quote") (Attachment B) that references this Agreement and that is signed by an authorized representative of each Party. Each Master Agreement Rider or Sales Quote shall contain an itemized list of all Products to be provided, together with the price to be charged therefor. If NACR is to provide services (e.g., installation and professional services that are generally associated with the Products furnished to customers by NACR, but excluding maintenance services) ("Services") to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") (Attachment C) that references this Agreement shall accompany the Master Agreement Rider or Sales Quote, and the Master Agreement Rider or Sales Quote shall reflect the price to be charged for such Services.

Any amendment, supplement, or modification of any term or provision of this Agreement must be in a writing that is signed by authorized representatives of both NACR and Customer. Such writing shall be substantially in the form of the Change Request Form (Attachment D) that references this Agreement.

Customer may issue to NACR a purchase order to order Products and/or Services from NACR, but no terms or provisions of the purchase order (other than the description of the Products and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products or Services.

This Agreement shall remain in effect until terminated by either Party. Either Party may terminate this Agreement, provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Master Agreement Rider or Sales Quote that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

Terms and conditions contained in a Master Agreement Rider, Sales Quote, or Statement of Work shall control over any general terms and conditions contained herein or in Attachment A.

2. **PURCHASE PRICE:** The purchase price of the Products and/or Services set forth in each Master Agreement Rider or Sales Quote shall be paid as follows:

For orders less than fifty thousand dollars (\$50,000) the following payment terms apply:
BALANCE Due the date on which installation is complete and accepted+ by Customer.*

For orders fifty thousand dollars (\$50,000) or more the following payment terms apply:

25% Upon execution of the Master Agreement Rider or Sales Quote; and

25% Upon the date Products are received by Customer; and

BALANCE Due the date on which installation is complete and accepted+ by Customer.*

*If Customer delays the date of installation more than sixty (60) days from the originally scheduled date of installation through no fault of NACR, the BALANCE attributable to the Products shall become immediately due and payable.

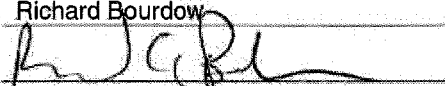
+ Acceptance shall be deemed to have occurred when the Products operate in accordance with the standard specifications or documentation that accompanies each Product.

Progress payments are required in all non-lease transactions. If you elect to convert from a lease to a purchase transaction, please notify your NACR representative for progress payment terms. If Customer elects to lease the pertinent Products and/or Services, Customer shall inform NACR of such election at the time that the pertinent Master Agreement Rider or Sales Quote is executed to avoid being liable for sales tax on the Products and/or Services provided under the pertinent Master Agreement Rider or Sales Quote.

All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns will be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

Terms and conditions subject to credit approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: **North American Communications
Resource, Inc.**
BY: Richard Bourdow
SIGNATURE: 
TITLE: Regional Vice President
DATE: 6-13-12

CUSTOMER: **City of Lincoln, Nebraska**
BY: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

ATTACHMENT A

1. **PRICE; PAYMENT; TAXES.** - Customer agrees to pay the unit price of each Product or Service described on a Master Agreement Rider, Sales Quote, or Statement of Work, together with freight, taxes, and any other itemized charges, fees, and costs (the "Price"). If Customer is exempt from tax, Customer shall provide to NACR a valid tax exemption certificate at the time that this Agreement is executed. The currency to be used for payment of the Price is the United States Dollar. Except for breach by NACR, termination of this Agreement shall not affect Customer's obligation to pay the Price.

Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.

2. **TITLE; RISK OF LOSS; SECURITY INTEREST; REMEDIES UPON DEFAULT.**
Title to and ownership of each Product sold pursuant to the terms and provisions of this Agreement shall remain in NACR until the Price is paid in full. Risk of loss to the Products shall pass to Customer upon delivery.

NACR reserves a purchase money security interest in and to the Products (together with the cost of any Services related thereto) sold hereunder as security for performance of Customer's obligations. NACR may file the Agreement (together with any attachments thereto) to perfect such interest.

In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then NACR, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by NACR on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded NACR hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.

NACR represents and warrants that immediately prior to the sale of a Product to Customer, NACR will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, NACR represents and warrants that NACR has the full right, power, and authority to sell, deliver, or provide the Product to Customer.

(a) **Product Warranties:** Products are warranted to Customer either directly by the original equipment manufacturer ("OEM") or by NACR.

1) **OEM Warranty.** The terms and provisions of the OEM warranty are found at www.nacri.com.

2) **NACR Warranty.** Products not warranted to Customer directly by the OEM are warranted by NACR as follows:

a) NACR warrants the Products to Customer to the same extent and term as the OEM warrants the Products to NACR. Upon request, NACR will provide such warranty information.

b) Products are warranted to be free from defects in material and workmanship for the term of the warranty.

c) All Products are warranted to operate in accordance with the standard specifications or documentation accompanying each Product.

d) Products and Replacement Products (as defined in Section 3(b)) may contain remanufactured parts that are equivalent to new in performance and appearance.

e) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Section 7.

f) Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Products that have been replaced become the property of NACR.

(b) The terms and provisions of this Section 3(b) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify NACR in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. NACR or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of NACR. NACR will not charge Customer for the Replacement Product. NACR, however, will charge Customer for the time that is incurred to diagnose the problem and to repair or replace the Product.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH NACR DISCLAIMS AND ARE EXCLUDED. NACR SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, NETWORK DOWNTIME, INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER, AND COST OF COVER). NACR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREIN. NACR DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. NACR WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD), UNLESS OTHERWISE AGREED IN THIS AGREEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, NACR requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow NACR's reasonable recommendations after NACR performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

4) Services are warranted for thirty (30) days from the date on which installation is completed. Such Services will be performed in a good and workmanlike manner by qualified personnel.

5) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Such software licenses may be found on the Internet at www.nacri.com.

4. **SERVICES AND TIMING.** - Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF SERVICES OR INSTALLATION OF A PRODUCT.

5. **INDEPENDENT CONTRACTOR.** - NACR shall conduct its business as an independent contractor with respect to Customer. NACR will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by NACR with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that NACR is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to NACR.

6. **CUSTOMER COOPERATION.** - Customer shall cooperate fully with NACR to facilitate performance of NACR's obligations hereunder, including the rendition of Services and the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete the implementation or installation. Cooperation shall include the following:

- * Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for NACR to meet its obligations hereunder;
- * Customer shall make available such data as is necessary to adequately test the Product(s) and/or Service(s); and
- * If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes.

7. **FORCE MAJEURE.** - NACR shall not be liable for any loss, failure, or delay in furnishing a Product or Service resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of NACR.

8. **DISPUTE RESOLUTION.** - If a dispute arises that cannot be resolved by the personnel directly involved, the dispute shall be referred jointly to the responsible area senior management for NACR and Customer. The senior management shall exercise good faith efforts to settle the dispute within thirty (30) days (or an extended period, if they so agree). In the event that the dispute is not resolved within such a period, the Parties reserve the right to seek other relief as the Party deems appropriate.

9. **LIMITATION OF LIABILITY.** - THE ENTIRE LIABILITY OF NACR (AND NACR'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICE, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (i) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN SECTION 3; (ii) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE), NACR SHALL HAVE NO LIABILITY UNLESS THE DELIVERY DATE OR THE INSTALLATION DATE (WHICHEVER IS APPLICABLE) IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE TO EITHER CUSTOMER OR FORCE MAJEURE CONDITIONS STATED IN SECTION 7, IN WHICH CASE CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE; OR (iii) FOR NACR'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF NACR DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THE PERTINENT MASTER AGREEMENT RIDER OR SALES QUOTE. NACR SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER NACR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. MISCELLANEOUS.

(a) **Merger.** - This Agreement constitutes the entire agreement between NACR and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.

(b) **No Assignment.** - This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee

are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.

(c) **Notices** - All notices shall be in writing and shall be delivered in person or sent by facsimile or U.S. Mail, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate.

(d) **Acknowledgment and Authority** - By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, NACR and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.

(e) **Secrecy and Confidentiality** - Each Party covenants and agrees to the extent permissible under applicable law, on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from a Party (including, but not limited to, customer lists, customer-sensitive information, business practices and operations, financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential; (ii) such information shall be neither disclosed to others nor used for any unauthorized purpose; and (iii) each Party shall use its best efforts to return such information to the other Party upon termination of this Agreement. This provision does not apply to such information that (a) was in the possession of a Party before disclosure to such Party by the other Party; (b) becomes a matter of public record through no fault of a Party; or (c) is released by or at the direction of the Party that originally disclosed such information to the other Party.

(f) **Waiver** - If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.

(g) **Severability** - In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.

(h) **Survival of Terms** - Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.

(i) **Governing Law** - The laws of the jurisdiction where the Products and/or Services are to be provided (including, but not limited to, the Uniform Commercial Code as adopted in that jurisdiction) apply to all Products and/or Services provided under the terms and provisions of this Agreement, without reference to such jurisdiction's conflicts of law principles.

(j) **Termination for Convenience** - Either Party may terminate this Agreement at any time provided that such Party provides to the other Party written notice of such termination at least thirty (30) days prior to the effective date of such termination. The notice of termination shall reflect the effective date of the termination; if it does not, then the effective date of the termination shall be the date that is thirty (30) days after the non-terminating Party receives the written notice of the termination. Notwithstanding the foregoing, however, the termination of this Agreement shall not affect the obligations of either Party pursuant to the terms and provisions of any Master Agreement Rider or Sales Quote that has been executed by an authorized representative of each Party prior to the effective date of termination of this Agreement.

Termination of this Agreement or any Master Agreement Rider or Sales Quote shall not limit either Party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under any Master Agreement Rider or Sales Quote.

(k) **Insurance** - NACR will obtain and maintain at its sole cost and expense during the term of this Agreement, and ensure that its contractors obtain and maintain at their sole cost and expense, with insurers licensed to do business in all jurisdictions where services are performed and that have a Best's rating and policy holder surplus of A-VII, the following minimum insurance coverages:

Workers Compensation Insurance. NACR shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the services are performed, and employer's liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Commercial General Insurance. NACR shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence. Policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the completion of the applicable Sales Quote or Master Agreement Rider.

Automobile Liability. NACR shall maintain automobile liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Excess/Umbrella Liability Insurance. NACR shall maintain commercial umbrella liability insurance excess of employer's liability, general liability and automobile liability with a limit of not less than \$5,000,000 each occurrence.

Errors and Omissions Liability Insurance. If the services are professional services, errors and omissions liability coverage appropriate to the service being provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$3,000,000 per occurrence and aggregate.

A Certificate of Insurance which evidences the above policies and their limits and which indicates Customer as an "Additional Insured" on all such policies except the workers compensation and professional liability policies will be provided by NACR to Customer prior to commencement of any work under this Agreement. NACR agrees that such policies represented by the Certificate of Insurance will not be canceled or changed without ten (10) days prior written notice to Customer.

(l) **Indemnification** - Customer, at its expense, agrees to defend, indemnify, and hold harmless NACR and its officers, directors, employees, and agents (individually and collectively, "NACR Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of injury or damage proximately caused by Customer in the course of performing Customer's obligations under this Agreement (or in breach thereof). This obligation is conditioned on an NACR Indemnified Party promptly notifying Customer of any such suit, claim, action, or proceeding. NACR acknowledges that Customer shall have the right to control the defense and all

negotiations for its settlement or compromise; provided, however, that Customer shall not enter into any settlement that binds an NACR Indemnified Party in any way without the prior written consent of the pertinent NACR Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

NACR, at its expense, agrees to defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents (individually and collectively, a "Customer Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of injury or damage proximately caused by NACR in the course of performing NACR's obligations under this Agreement (or in breach thereof). This obligation is conditioned on a Customer Indemnified Party promptly notifying NACR of any such suit, claim, action, or proceeding. Customer acknowledges that NACR shall have the right to control the defense and all negotiations for its settlement or compromise; provided, however, that NACR shall not enter into any settlement that binds a Customer Indemnified Party in any way without the prior written consent of the pertinent Customer Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

(m) **Equal Employment** - Equal employment opportunity in connection with the performance of work under this agreement, NACR agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, NACR shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

(n) **Intellectual Property Infringement Indemnification** - With respect to each Product that NACR provides to Customer hereunder, NACR will provide to Customer an intellectual property infringement indemnity to the extent, and only to the extent, that NACR receives an intellectual property infringement indemnity from the respective manufacturer for such Product. The terms and provisions of each intellectual property infringement indemnity that apply to the respective Products that NACR provides to Customer hereunder are available at www.nacr.com.

Because NACR is not the manufacturer of any of the Products, NACR provides no indemnity with respect to any claim that arises from a combination of (i) a Product manufactured by one (1) manufacturer with a Product manufactured by a different manufacturer; or (ii) a Product that NACR provides to Customer with any product that NACR has not provided to Customer. Notwithstanding the preceding sentence, however, with respect to each individual Product involved in the aforementioned combinations, NACR will still provide to Customer the intellectual property infringement indemnity to the extent, and only to the extent, that NACR receives an intellectual property infringement indemnity from the respective manufacturer for each Product.

(o) **Living Wage, Audit & E-Verify**

A. The NACR agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

B. NACR agrees that if asked, NACR shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

C. In accordance with Neb. Rev. Stat. 4-108 through 4-114, NACR agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. NACR shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. NACR shall require any subcontractor to comply with the provisions of this section.

(p) **Grant** - The terms and conditions of this Agreement shall apply to any executed Master Agreement Rider or Sales Quote for the Fire Department Video Training System Project.

City of Lincoln - NACR Terms and Conditions Master Sales Agreement 11-09-06 Edition (061312)

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 1 of 24
VCP Cust: NO
VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
IS CM Software				
227272	SAL STDALN GATEWAY LIC R1.5 DWNLD	1.00	\$0.00	\$0.00
258591	PLDS BNDL STA TRACKING FOR CM6+ EE	8.00	\$0.00	\$0.00
259401	MEDIA ENCRYPTION R6+/MBT	1.00	\$0.00	\$0.00
259761	AVAYA AURATM PS R6.X SP TMPLT DWNLD	1.00	\$0.00	\$0.00
266522	R6 LARGE ENT DUPLX SOLUTION TRACKING	1.00	\$0.00	\$0.00
269384	ENT ED AES 6.X BSC TSAPI /E	2,966.00	\$0.00	\$0.00
269407	ENT ED R6 PS R6 LIC /E	2,616.00	\$0.00	\$0.00
269408	ENT ED R6 PS SFTW DWNLD R6 LIC /E	2,616.00	\$0.00	\$0.00
269423	ENT ED R6 B5800 SURV STN R6 LIC /E	2,616.00	\$0.00	\$0.00
269424	ENT ED R6 B5800 SIP TRNK R6 LIC /E	2,616.00	\$0.00	\$0.00
700500929	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	2.00	\$20.27	\$40.54
700500961	AVAYA AURATM R6.0.1 MEDIA DVD	2.00	\$20.27	\$40.54
IS CM Software Sub-total:				\$81.08

IS CM Enterprise End User Licenses

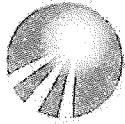
225154	AVAYA AURATM ENTERPRISE EDITION R6 1001+ NEW LICENSES (1,492 for CITY and 1,124 for COUNTY) Enterprise Edition licenses	2,616.00	\$107.47	\$281,141.52
IS CM Enterprise End User Licenses Sub-total:				\$281,141.52

IS CM Standard Analog Device Licenses

225185	AVAYA AURATM R6 ANALOG NEW LICENSES (Shared equally between City and County) Analog only licenses - 100 for PANIC	350.00	\$16.22	\$5,677.00
IS CM Standard Analog Device Licenses Sub-total:				\$5,677.00

IS One X UC Bundle Entitlement

269901	ENT ED UCE R6 ONE-X COMM R6 LIC /E	2,616.00	\$0.00	\$0.00
269902	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	2,616.00	\$0.00	\$0.00
269903	ENT ED UCE R6 AES DMCC R6 LIC /E	2,616.00	\$0.00	\$0.00
269904	ENT ED UCE R6 EC500 SM R9 LIC /E	2,616.00	\$0.00	\$0.00
269905	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	2,616.00	\$0.00	\$0.00



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Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 2 of 24
 VCP Cust: NO
 VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
 CITNED0001 UPS GROUND
 Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
269906	ENT ED UCE R6 ONE-X CES R6 LIC /E Client Enablement Service software	2,616.00	\$0.00	\$0.00

IS One X UC Bundle Entitlement Sub-total: \$0.00

IS Survivable Software

229379	SURVIVABLE CORE SOLUTION	1.00	\$0.00	\$0.00
229380	SURVIVABLE REMOTE SOLUTION	3.00	\$0.00	\$0.00

IS Survivable Software Sub-total: \$0.00

IS CM Hardware

700459472	80 CHANNELS DSP DAUGHTERBOARD (700432503)PP	2.00	\$1,135.48	\$2,270.96
263764	DL360G7 SERVER CM S/D/MBT/SBC CM servers	2.00	\$3,568.66	\$7,137.32
405362641	PWR CORD USA	8.00	\$9.33	\$74.64
405362641	PWR CORD USA	12.00	\$9.33	\$111.96
700406101	DS1 LOOPBACK JACK 700A RHS	2.00	\$68.94	\$137.88
700459456	G450 MP80 W/POWER SUPPLY NON-GSA G450 gateway	2.00	\$3,447.00	\$6,894.00
700459498	G450 POWER SUPPLY Duplicate power supply for G450	2.00	\$405.53	\$811.06
700466634	MM710B E1/T1 MEDIA MODULE - (2 for PRI's and 2 NEW for Right Fax integration) 2 PRI's	4.00	\$1,216.59	\$4,866.36
700395445	120A CSU CABLE 50FT RHS	2.00	\$35.28	\$70.56
IS CM Hardware Sub-total:				\$22,374.74

IS Redundant Power Supplies for Servers

700501182	DL360G7 SPR PWR SUPP 460WAC Duplicate power supplies for HP servers	5.00	\$304.14	\$1,520.70
700501183	R610 SPR PWR SUPP 502WAC Duplicate power supplies for Dell servers	1.00	\$304.14	\$304.14

IS Redundant Power Supplies for Servers Sub-total: \$1,824.84



Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 3 of 24
 VCP Cust: NO
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Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
 CITNED0001 UPS GROUND Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
IS System Manager Software and Hardware Server				
216899	SYSTEM MANAGER R6 LIC	2,616.00	\$0.00	\$0.00
269366	ENT ED R6 SYSTEM MANAGER R6 LIC /E	2,616.00	\$0.00	\$0.00
700501093	DL360G7 SERVER SYSTEM MANAGER System Manager server	1.00	\$4,623.04	\$4,623.04
700503262	AVAYA AURATM SYS MANAGER 6.1 SP7 DVD	1.00	\$25.56	\$25.56
IS System Manager Software and Hardware Server Sub-total:				\$4,648.60
IS Session Manager Software and Hardware Server				
269367	ENT ED R6 SM SIP CONN R6 LIC /E 710 SIP entitlement connections	2,616.00	\$0.00	\$0.00
700501478	AVAYA AURATM SMR6.1 RH KCKST NEW DVD	1.00	\$20.27	\$20.27
MISC	700503264- AVAYA AURATM SESSION MGR 6.2 SP1 DVD	1.00	\$20.27	\$20.27
700501092	DL360G7 SERVER SESSION MANAGER Session Manager server	1.00	\$4,623.04	\$4,623.04
IS Session Manager Software and Hardware Server Sub-total:				\$4,663.58
IS Aura Messaging Software				
190930	MM SIP ITG 48 CHNL N/ENCRPT N/CARDS	1.00	\$0.00	\$0.00
227272	SAL STDALN GATEWAY LIC R1.5 DWNLD	1.00	\$0.00	\$0.00
244922	MSG R6.X 1 ONE-X SPEECH SEAT	2,693.00	\$0.00	\$0.00
244923	MSG R6.X AV STORE SEAT TRACKING	2,693.00	\$0.00	\$0.00
244925	MSG R6.X ONE X SEAT TRKG RLTY	2,693.00	\$0.00	\$0.00
244929	MSG R6.X 1 SEAT MAINSTRM NEW (1,544 for CITY nad 1,149 for COUNTY)	2,693.00	\$26.36	\$70,987.48
244936	MSG R6.X APPLICATION PLUS STORAGE	1.00	\$0.00	\$0.00
259726	MSG R6.X NEW SYSTEM TRACKING	1.00	\$0.00	\$0.00
227272	SAL STDALN GATEWAY LIC R1.5 DWNLD	1.00	\$0.00	\$0.00
IS Aura Messaging Software Sub-total:				\$70,987.48
IS Aura Messaging Hardware				
264181	R610 SRVR AA MSG STD STRG	1.00	\$3,568.66	\$3,568.66
405362641	PWR CORD USA	4.00	\$9.33	\$37.32

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 4 of 24
VCP Cust: NO
VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

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Attn. To: Vince Mejer
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Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.:	Customer ID	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700457286	AM KVM CABLE F1D9400-06 DUAL-PT PS/2	1.00	\$16.46	\$16.46
IS Aura Messaging Hardware Sub-total:				\$3,622.44

IS Aura Conferencing Software and Hardware Server

232157	CONF R6.X STD LIC 71 conferencing ports	71.00	\$243.32	\$17,275.72
263801	R610 SRVR CONFERENCING 6.0 STD ED Dell server for AAC	1.00	\$8,921.65	\$8,921.65
405362641	PWR CORD USA	2.00	\$9.33	\$18.66
IS Aura Conferencing Software and Hardware Server Sub-total:				\$26,216.03

IS One X Speech Software and Hardware Server

264189	DL360G7 SRVR ONE-X SPEECH DUAL PT One-X Speech server	1.00	\$8,110.59	\$8,110.59
IS One X Speech Software and Hardware Server Sub-total:				\$8,110.59

IS Presence Software and Hardware Server

263127	DL360G7 SRVR PRES SVCS R6.1 Presence server	1.00	\$8,516.12	\$8,516.12
700501479	AVAYA AURATM PS R6.1 MEDIA DVD	1.00	\$60.82	\$60.82
IS Presence Software and Hardware Server Sub-total:				\$8,576.94

IS Application Enablement Software and Hardware Server

260051	AES 6.X PLDS ENABLE FOR APPL LIC	1.00	\$0.00	\$0.00
700502569	AES 6.1.2 AURA BNDL MEDIA	1.00	\$153.42	\$153.42
700502596	R610 SRVR AES AES server	1.00	\$3,406.45	\$3,406.45
IS Application Enablement Software and Hardware Server Sub-total:				\$3,559.87

IS Client Enablement Services (CES) Software and Server

269373	DL360G7 AVAYA ONE-X CES R6.X SRVR CES server	1.00	\$6,285.71	\$6,285.71
IS Client Enablement Services (CES) Software and Server Sub-total:				\$6,285.71

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 5 of 24
VCP Cust: NO
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Sales Quote

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Lincoln, NE 68516

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Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
Avaya Notification Solution Software				
PARTSNA	263049 ANS R2 Base Single Server Instance in HA design (2 VM Customer Provided Servers Required)	2.00	\$4,500.00	\$9,000.00
PARTSNA	263048 ANS R2 STD CH Single Server Bundle License	2.00	\$4,100.00	\$8,200.00
Avaya Notification Solution Software Sub-total:				\$17,200.00

Call Sweet Call Accounting

CSE2040NA	CALL SWEET 9+BUNDLES, INCREMENTS OF 100 STU	25.00	\$156.25	\$3,906.25
CSE2030NA	STU 4-8 BUNDLE, Increments OF 100, DATEL	5.00	\$250.00	\$1,250.00
CSE2020NA	4-8 Bundles, Increments of 100 STU (requires customer provided Server)	3.00	\$375.00	\$1,125.00
CSE2000NA	BASE PLATFORM INCLUDING 200 STATIONS-TO-USE (Total Design includes 3,500 end points)	1.00	\$862.50	\$862.50
Call Sweet Call Accounting Sub-total:				\$7,143.75

IS System Administration Software

269364	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	1.00	\$0.00	\$0.00
269365	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	1.00	\$0.00	\$0.00
700500751	ADMIN TOOLS R6.0 CD	1.00	\$25.56	\$25.56
700500752	NETWORK MGMT TOOLS R6.0 DVD	1.00	\$25.56	\$25.56
700500754	PROGNOSIS VOIP MONITORING R3 CD (1st 250 users entitlement no charge)	1.00	\$0.00	\$0.00
700500751	ADMIN TOOLS R6.0 CD	1.00	\$25.56	\$25.56
700500753	PERF-ADMIN R6.0 CD	1.00	\$25.56	\$25.56
IS System Administration Software Sub-total:				\$102.24

Fault and Performance Manager

216891	MGMT R6 SITE ADMIN LIC - ASA/VAM	1.00	\$508.86	\$508.86
216897	MGMT R6 PERF-ADMIN 50 VOICE SYS LIC	1.00	\$6,136.94	\$6,136.94
Fault and Performance Manager Sub-total:				\$6,645.80

Prognosis VoIP Monitoring Software

PARTSNA	VoIP Monitor 250 Phone Software License Pack (Licensed for 3,500 end points)	13.00	\$2,275.00	\$29,575.00
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Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 6 of 24
 VCP Cust: NO
 VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
 440 S. 8th St.
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Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.:	Customer ID	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
PARTSNA	VoIP Monitor Custom Training in Four Hour Increments includes VoIP Monitoring eLearning Modules	1.00	\$0.00	\$0.00
Prognosis VoIP Monitoring Software Sub-total:				\$29,575.00

CICO CM Software

193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
CICO CM Software Sub-total:				\$0.01

CICO CM Hardware

700501237	UNIV PAGING & ACCESS MODULE (BUILDING and SAFETY PAGING	1.00	\$457.17	\$457.17
405362641	PWR CORD USA	2.00	\$9.33	\$18.66
700406416	CABLE ASSY B25A 25FT RHS	4.00	\$18.66	\$74.64
700459456	G450 MP80 W/POWER SUPPLY NON-GSA G450 gatewau	1.00	\$3,447.00	\$3,447.00
700459498	G450 POWER SUPPLY Duplicate power supply for G450	1.00	\$405.53	\$405.53
700466642	MM716 ANLG MEDIA MOD 24FXS (Equipped for 96 Analog Ports to support Panic System) Up to 48 analog stations	4.00	\$1,216.59	\$4,866.36
CICO CM Hardware Sub-total:				\$9,269.36

Health CM Software

193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
700500929	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	1.00	\$20.27	\$20.27
700500961	AVAYA AURATM R6.0.1 MEDIA DVD	1.00	\$20.27	\$20.27
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
Health CM Software Sub-total:				\$40.55

Health CM Hardware

700476401	EM200 BRANCH EXPANSION UNIT	1.00	\$304.15	\$304.15
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Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 7 of 24
 VCP Cust: NO
 VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.: **Customer ID** **Contract No.** **Shipping** **Payment Terms** **National Account Manager**
 CITNED0001 UPS GROUND Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

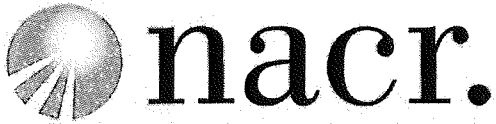
Item	Description	Quantity	Unit Price	Ext. Price
700476385	20 CHANNELS DSP DAUGHTERBOARD *700432511*	1.00	\$405.53	\$405.53
405362641	PWR CORD USA	2.00	\$9.33	\$18.66
700406101	DS1 LOOPBACK JACK 700A RHS	1.00	\$68.94	\$68.94
700406416	CABLE ASSY B25A 25FT RHS	2.00	\$18.66	\$37.32
700463532	S8300D SERVER - NON GSA LSP server	1.00	\$1,459.91	\$1,459.91
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA 1 PRI	1.00	\$1,216.59	\$1,216.59
700466642	MM716 ANLG MEDIA MOD 24FXS (Equipped for 48 Analog ports) Up to 24 analog stations	2.00	\$1,216.59	\$2,433.18
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700395445	120A CSU CABLE 50FT RHS	1.00	\$35.28	\$35.28
Health CM Hardware Sub-total:				\$6,587.85

Corrections New Jail CM Software

193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
700500929	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	1.00	\$20.27	\$20.27
700500961	AVAYA AURATM R6.0.1 MEDIA DVD	1.00	\$20.27	\$20.27
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
Corrections New Jail CM Software Sub-total:				\$40.55

Corrections New Jail CM Hardware

700406416	CABLE ASSY B25A 25FT RHS *846301026*	1.00	\$18.66	\$18.66
700476385	20 CHANNELS DSP DAUGHTERBOARD *700432511*	1.00	\$405.53	\$405.53
700466642	MM716 ANLG MEDIA MODULE 24 FXS	1.00	\$1,216.59	\$1,216.59
PARTSNA	155444-VBA-NDL Cortelco Analog phones with no dial pads (BAT PHONES) ASH	12.00	\$52.00	\$624.00
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700406101	DS1 LOOPBACK JACK 700A RHS	1.00	\$68.94	\$68.94



Attachment B

Quote Number: QUO-584297-00VYF5
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 Page No.: Page 8 of 24
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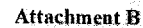
Item	Description	Quantity	Unit Price	Ext. Price
700463532	S8300D SERVER - NON GSA LSP server	1.00	\$1,459.91	\$1,459.91
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA 1 PRI	1.00	\$1,216.59	\$1,216.59
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700395445	120A CSU CABLE 50FT RHS	1.00	\$35.28	\$35.28
Corrections New Jail CM Hardware Sub-total:				\$5,663.12

HOJ CM Software

700500929	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	1.00	\$20.27	\$20.27
700500961	AVAYA AURATM R6.0.1 MEDIA DVD	1.00	\$20.27	\$20.27
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM Duplicate power supply for G450	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6 Up to 8 analog stations or trunks	1.00	\$0.00	\$0.00
HOJ CM Software Sub-total:				\$40.55

HOJ CM Hardware

700501237	UNIV PAGING & ACCESS MODULE (Lincoln Police Dept. CITY)	1.00	\$457.17	\$457.17
700501237	UNIV PAGING & ACCESS MODULE (Sherrif's Office Paging)	1.00	\$457.17	\$457.17
263764	DL360G7 SERVER CM S/D/MBT/SBC ESS server	1.00	\$3,568.66	\$3,568.66
700406101	DS1 LOOPBACK JACK 700A RHS	5.00	\$68.94	\$344.70
700459472	80 CHANNEL DAUGHTERBOARD Additional DSP resource	1.00	\$1,135.48	\$1,135.48
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA 5 PRIs	5.00	\$1,216.59	\$6,082.95



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	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

HOJ Session Manager Software and Hardware Server

MSC CM Software

MSC CM Hardware

405362641	PWR CORD USA	2.00	\$9.33	\$18.66
700406101	DS1 LOOPBACK JACK 700A RHS	1.00	\$68.94	\$68.94
700406416	CABLE ASSY B25A 25FT RHS	1.00	\$18.66	\$18.66
700459456	G450 MP80 W/POWER SUPPLY NON-GSA	1.00	\$3,447.00	\$3,447.00
	G450 gateway			



Attachment B

Quote Number: QUO-584297-00VYF5

Date: 6/12/2012

Page No.: Page 10 of 24

VCP Cust: NO

VCP ID #:

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	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700459498	G450 POWER SUPPLY Duplicate power supply for G450	1.00	\$405.53	\$405.53
700463532	S8300D SERVER - NON GSA LSP server	1.00	\$1,459.91	\$1,459.91
700466634	MM710B E1/T1 MEDIA MODULE - NON GSA 1 PRI	1.00	\$1,216.59	\$1,216.59
700466642	MM716 ANLG MEDIA MOD 24FXS - (Equipped for 24 Analog ports) Up to 24 analog station ports	1.00	\$1,216.59	\$1,216.59
700395445	120A CSU CABLE 50FT RHS	1.00	\$35.28	\$35.28
MSC CM Hardware Sub-total:				\$7,887.16

Trabert Hall CM Software

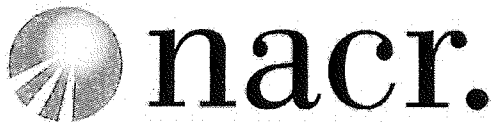
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
229796	SA ESS PRTRN C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
Trabert Hall CM Software Sub-total:				\$0.01

Trabert Hall CM Hardware

405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
Trabert Hall CM Hardware Sub-total:				\$1,023.15

ERS Data Switches remotes sites

PARTS	AL3500E14-E6 ERS 3510GT-PWR with 8 10/100/1000 POE ports	45.00	\$570.47	\$25,671.15
AL1001E06-E6	ETHERNET ROUTING SWITCH 5520- 24TPWR	20.00	\$3,494.47	\$69,889.40
AL1001E05-E5	ERS 5520-48T PWR	15.00	\$4,660.24	\$69,903.60
ERS Data Switches remotes sites Sub-total:				\$165,464.15



Attachment B

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 11 of 24
VCP Cust: NO
VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.:	Customer ID:	Contract No.:	Shipping:	Payment Terms:	National Account Manager:
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
ERS Data Switches Annual MNTC				
PARTS	GE6300XXX ERS3510GT-PWR+ - Remote Support 24x7+ OS Updates & Upgrades & Lifetime HW -	45.00	\$34.09	\$1,534.05
PARTS	GE6300846 Ethrnt Ring Swt5520-24T PWR Express Technology Support - Base Technical Support Service-SL	20.00	\$110.43	\$2,208.60
GE6300845	ERS 5520-48T-PWR Express Technology Support - Base Technical Support Service-SL845	15.00	\$163.20	\$2,448.00
ERS Data Switches Annual MNTC Sub-total:				\$6,190.65

CITY IP Telephones

700383326	96XX RPLCMNT LINE CORD	1,432.00	\$7.04	\$10,081.28
700480593	IP PHONE 9611G (1213 plus 50 Spares) 9611G IP sets	1,263.00	\$184.52	\$233,048.76
CITY IP Telephones Sub-total:				\$243,130.04

CITY SIP Single Line Telephones

700500254	SIP PHONE 9601 CHRC GRY (149 plus 20 Spares)	169.00	\$114.00	\$19,266.00
CITY SIP Single Line Telephones Sub-total:				\$19,266.00

CITY Multi Button Expansion Modules

700480643	9600 BUTTON MODULE BM12	15.00	\$73.00	\$1,095.00
700462518	9600 SMB24 BUTTON MODULE GRAY	39.00	\$87.19	\$3,400.41
CITY Multi Button Expansion Modules Sub-total:				\$4,495.41

CITY Conference Room Phones

700501532	AVAYA B179 SIP CONF PHONE (19 plus 5 Spares) B179 conference phone with no microphones	30.00	\$490.94	\$14,728.20
CITY Conference Room Phones Sub-total:				\$14,728.20

COUNTY IP Telephones

700383326	S SERIES REPLACEMENT LINE CORD	1,107.00	\$7.04	\$7,793.28
700480593	9611G IP PHONE (996 plus 50 Spares)	1,046.00	\$184.52	\$193,007.92
COUNTY IP Telephones Sub-total:				\$200,801.20

COUNTY SIP Single Line Phones



Attachment B

Quote Number: QUO-584297-00VYF5

Date: 6/12/2012

Page No.: Page 12 of 24

VCP Cust: NO

VCP ID #:

Sales Quote

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440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: **Customer ID** **Contract No.** **Shipping** **Payment Terms** **National Account Manager**
CITNED0001 UPS GROUND **Name:** Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700500254	IP PHONE 9601 CHRC GRY (56 plus 5 Spares)	61.00	\$114.00	\$6,954.00
COUNTY SIP Sinlge Line Phones Sub-total:				\$6,954.00

COUNTY Multi Button Expansion Modules

700462518	9600 SMB24 BUTTON MODULE GRAY	50.00	\$87.19	\$4,359.50
700480643	9600 BUTTON MODULE BM12	5.00	\$73.00	\$365.00
COUNTY Multi Button Expansion Modules Sub-total:				\$4,724.50

COUNTY Conference Room Phones

700501532	AVAYA B179 SIP CONF PHONE (12 plus 2 Spares)	14.00	\$490.94	\$6,873.16
COUNTY Conference Room Phones Sub-total:				\$6,873.16

Fire Dept analog gateways for Paging

193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTRN C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 13 of 24
VCP Cust: NO
VCP ID #:

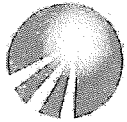
Sales Quote**Avaya Aura UC Solution Polycom Video**

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: **Customer ID** **Contract No.** **Shipping** **Payment Terms** **National Account Manager**
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53



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Attachment B

Quote Number: QUO-584297-00VYF5

Date: 6/12/2012

Page No.: Page 14 of 24

VCP Cust: NO

VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.:	Customer ID	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA Up to 4 analog trunks and 4 analog stations	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT G430 gateway	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM UPAM for paging	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01

**Attachment B**

Quote Number: QUO-584297-00VYF5

Date: 6/12/2012

Page No.: Page 15 of 24

VCP Cust: NO

VCP ID #:

Sales Quote**Avaya Aura UC Solution Polycom Video**

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.:	Customer ID:	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 16 of 24
VCP Cust: NO
VCP ID #:

Sales Quote**Avaya Aura UC Solution Polycom Video**

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 17 of 24
VCP Cust: NO
VCP ID #:

Sales Quote

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Customer P.O.:	Customer ID	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.01	\$0.01
405362641	PWR CORD USA	1.00	\$9.33	\$9.33
700466618	MM714B ANLG 4+4 MEDIA MOD - NON GSA Up to 4 analog trunks and 4 analog stations	1.00	\$405.53	\$405.53
700476393	G430 MEDIA GATEWAY NON-GSA G430 gateway	1.00	\$608.29	\$608.29
700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	1.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	1.00	\$0.00	\$0.00
Fire Dept analog gateways for Paging Sub-total:				\$20,724.62

Fire Dept PAGING MSC BUILDING

700501237	PAGING UTI1 W RACK KIT UPAM for paging	1.00	\$457.17	\$457.17
Fire Dept PAGING MSC BUILDING Sub-total:				\$457.17

Property Management Amplified Handset

700446370	96XX SERIES AMPLIFIED HANDSET ROHS	1.00	\$195.95	\$195.95
Property Management Amplified Handset Sub-total:				\$195.95

County Engineering

405362641	POWER CORD 9 X 10	1.00	\$9.33	\$9.33
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.00	\$0.00
700501237	UNIV PAGING & ACCESS MODULE	1.00	\$457.17	\$457.17



Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 18 of 24
 VCP Cust: NO
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Sales Quote

Avaya Aura UC Solution Polycom Video

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 Lincoln, NE 68516

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Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.: Customer ID CITNED0001 Contract No. Shipping UPS GROUND Payment Terms National Account Manager
 Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
700476393	G430 MEDIA GATEWAY	1.00	\$608.29	\$608.29
700466626	MM711 ANALOG MEDIA MODULE (equipped for 8 analog ports)	1.00	\$648.85	\$648.85
PARTSNA	FREESTYL1 EnGenius Base Unit with handset (expands to 9 handsets) ANALOG ports required	1.00	\$290.00	\$290.00
PARTSNA	FREESTYL1HC enGenius Expansion Handsets	4.00	\$155.00	\$620.00
County Engineering Sub-total:				\$2,633.64

Youth Services

405362641	POWER CORD 9 X 10	1.00	\$9.33	\$9.33
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.00	\$0.00
700476393	G430 MEDIA GATEWAY (required for Analog ports)	1.00	\$608.29	\$608.29
PARTSNA	155444-VBA-NDL Cortelco Analog phones with no dial pads (BAT PHONES) ASH	8.00	\$52.00	\$416.00
700466626	MM711 ANALG MEDIA MODULE - 8 ports for BAT PHONES Up to 8 analog stations or trunks	1.00	\$648.85	\$648.85
Youth Services Sub-total:				\$1,682.47

Public Works Gateways

700466618	MM714B ANALOG 4+4 MEDIA MOD	5.00	\$405.53	\$2,027.65
193806	UTILITY TRIGGER REM GATEWAY NEW SITE	5.00	\$0.01	\$0.05
405362641	PWR CORD USA	5.00	\$9.33	\$46.65
700406416	CABLE ASSY B25A 25FT RHS	5.00	\$18.66	\$93.30
700476393	G430 MEDIA GATEWAY (5 new locations required gateways for paging and analog see SOW for sites) G430 gateway	5.00	\$608.29	\$3,041.45
700501237	PAGING UTI1 W RACK KIT UPAM for paging	4.00	\$457.17	\$1,828.68
229796	SA ESS PRTNR C/D TRKG REMOTE SITE CM	5.00	\$0.00	\$0.00
256432	SA ESS C/D TRKG REMOTE SITE AV AURATM R6	5.00	\$0.00	\$0.00
Public Works Gateways Sub-total:				\$7,037.78

Public Works Conference Rooms

700501539	AVAYA B100SER EXPANSION MICS 1 PR	2.00	\$113.29	\$226.58
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**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 19 of 24
VCP Cust: NO
VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
440 S. 8th St.
Lincoln, NE 68516

Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
Public Works Conference Rooms Sub-total:				\$226.58
Public Works Call Sweet LIVE Reporting				
LCEB2000NA	BASIE PLATFORM 20 AGENTS License INCLUDES a total of 20 agents between Public and Water	1.00	\$7,600.00	\$7,600.00
Public Works Call Sweet LIVE Reporting Sub-total:				\$7,600.00
Public Works Call Reporting LINK				
	PROFESSIONAL SERVICES	1.00	\$1,600.00	\$1,600.00
Public Works Call Reporting LINK Sub-total:				\$1,600.00
Public Works ACD Software Programming				
	PROFESSIONAL SERVICES	1.00	\$1,800.00	\$1,800.00
Public Works ACD Software Programming Sub-total:				\$1,800.00
Animal Control Recording LIC				
229655	AES 6.X BSC TSAPI RTU (designed for 8 stations of VPI Call Recording) 8 basic TSAPI licenses	8.00	\$20.46	\$163.68
229704	AES 6.X DMCC FULL LIC 8 full DMCC licenses	8.00	\$84.39	\$675.12
Animal Control Recording LIC Sub-total:				\$838.80
Animal Control VPI Call Recording				
	PROFESSIONAL SERVICES	1.00	\$3,200.00	\$3,200.00
Animal Control VPI Call Recording Sub-total:				\$3,200.00
Right Fax Solution				
PARTSNA	DataVizion RightFax 10 Enterprise Server HA Design requires 2 VM servers	1.00	\$5,800.00	\$5,800.00
PARTSNA	DataVizion RightFax Additional Documnet Delivery Channel	23.00	\$1,540.00	\$35,420.00
PARTSNA	DataVizion FoIP Enable and Existing RF Document Delivery Channel	1.00	\$590.00	\$590.00
PARTSNA	DataVizion RightFax Connector for Microsoft Exchange	1.00	\$2,045.00	\$2,045.00
PARTSNA	DataVizion RightFax PDF Module and Searchable PDF Module	1.00	\$2,695.00	\$2,695.00
PARTSNA	DataVizion RightFax Connector 3.0 for Konica Minolta MFP 50-499 devices	200.00	\$135.00	\$27,000.00



Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 20 of 24
 VCP Cust: NO
 VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

Bill To: City Of Lincoln, Nebraska
Attn. To: Vince Mejer
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Ship To: City Of Lincoln, Nebraska
Attn. To: Chad Dalton (402) 441-8314
Address: Purchasing
 440 S. 8th St.
 Lincoln, NE 68516

Customer P.O.: **Customer ID** **Contract No.** **Shipping** **Payment Terms** **National Account Manager**
 CITNED0001 UPS GROUND
 Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
PARTSNA	DataVizion Fax Gateway 2100, modular fax gateway, 1 T1/E1 North America Edition	1.00	\$4,999.00	\$4,999.00
PARTSNA	DataVizion Open Text Standard Support for Open Text Server- 1 year ANNUALLY	1.00	\$14,995.00	\$14,995.00
PARTSNA	DataVizion Open Text Fax Gateway 2100, modular fax gateway Hardware Advanced Replacement ANNUALLY	2.00	\$630.00	\$1,260.00
PARTSNA	DataVizion Setup, Installation, Configuration & Testing of RightFax & Minolta MFP Integration see SOW	1.00	\$19,250.00	\$19,250.00
PARTSNA	DataVizion Trainer the Trainer on RightFax Solution Usage and features	1.00	\$3,500.00	\$3,500.00
PARTSNA	NACR Installation and Integration Services for RightFax via (2) T1's in HA design	1.00	\$6,000.00	\$6,000.00
Right Fax Solution Sub-total:				\$123,554.00

IS Software Support Annually

PARTS	238159J SA ESS C/D One X R6.X Video	2,616.00	\$2.10	\$5,493.60
MISC	237517J - SA ESS C/D AURATM R6 ANLG 3YAN	350.00	\$1.44	\$504.00
238267J	SA ESS C/D AES R6 BSC TSAPI 3YAN	8.00	\$1.56	\$12.48
238303J	SA ESS C/D AES R6 DMCC FULL 3YAN	8.00	\$6.48	\$51.84
238971J	SA ESS C/D AURATM R6 EE 101-1000 N1 3YAN	8.00	\$10.56	\$84.48
MISC	238989J - SA ESS C/D AURATM R6 EE 1001+ N1 3YAN	2,616.00	\$10.56	\$27,624.96
238498J	SA ESS C/D AURA MSG 6 MAINSTREAM 3YAN	2,693.00	\$5.88	\$15,834.84
238078	SA ESS CONF R6 S6100 3YAN	71.00	\$60.00	\$4,260.00
MISC	237913J - SA ESS C/D IMR6 SITE ADM ASAVAM 3YAN	1.00	\$68.00	\$68.00
MISC	237919J - SA ESS C/D IM R6 PERF-ADM 50 VCE 3YAN	1.00	\$826.00	\$826.00
IS Software Support Annually Sub-total:				\$54,760.20

IS Software Upgrades Annually 3 year term

238161	UPG ADV ONE-XC R6.X VIDEO 3YAN	2,616.00	\$1.25	\$3,270.00
MISC	237519 - UPG ADV AURATM R6 ANLG 3YAN	350.00	\$2.40	\$840.00
238269	UPG ADV AES R6 BSC TSAPI 3YAN	8.00	\$2.40	\$19.20
238305	UPG ADV AES R6 DMCC FULL 3YAN	8.00	\$9.96	\$79.68
238983	UPG ADV AURATM R6 EE 101-1000 N1 3YAN	8.00	\$17.40	\$139.20
239001	UPG ADV AURATM R6 EE 1001+ N1 3YAN	2,616.00	\$7.09	\$18,547.44
238510	UPG ADV AURA MSG 6 MAINSTREAM 3YAN	2,693.00	\$3.96	\$10,664.28

**Attachment B**

Quote Number: QUO-584297-00VYF5

Date: 6/12/2012

Page No.: Page 21 of 24

VCP Cust: NO

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Lincoln, NE 68516

Customer P.O.:	Customer ID	Contract No.	Shipping	Payment Terms	National Account Manager
	CITNED0001		UPS GROUND		Name: Lisa Porter
					E-Mail: lporter@nacr.com
					Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
MISC	238080 - UPG ADV CONF R6 S6100 3YAN	71.00	\$36.00	\$2,556.00
MISC	237915 - UPG ADV IMR6 SITE ADM ASA/VAM 3YAN	1.00	\$59.00	\$59.00
MISC	237921 - UPG ADV IM R6 PERF-ADM 50 VCE 3YAN	1.00	\$720.00	\$720.00
IS Software Upgrades Annually 3 year term Sub-total:				\$36,894.80

Call Sweet Call Accounting Software Customer Care Annually

FSCC2040NA	FOREVER SWEET 9+BUNDLES, INCREMENTS OF 100 STU ANNUAL SUBSCRIPTION	25.00	\$62.50	\$1,562.50
FSCC2030NA	4-8 BUNDLE, ANNUAL SUBSCRIPTION, DATEL	5.00	\$75.00	\$375.00
FSCC2020NA	FOREVER SWEET! 1-3 BUNDLES, INCREMENTS OF 100 STU, ANNUAL SUBSCRIPTION	3.00	\$106.25	\$318.75
FSCC2000NA	FOREVER SWEET! BASE PLATFORM INCLUDING 200, STU, ANNUAL SUBSCRIPTION	1.00	\$487.50	\$487.50
Call Sweet Call Accounting Software Customer Care Annually Sub-total:				\$2,743.75

Prognosis VoIP Monitoring Software Annual MNTC

PARTSNA	VoIP Monitoring Annual Maintenance	1.00	\$5,850.00	\$5,850.00
Prognosis VoIP Monitoring Software Annual MNTC Sub-total:				\$5,850.00

Avaya Notification Solution Annual Custom Software Support

PARTSNA	205392 Avaya Custom Application Annual Support for ANS	1.00	\$5,250.00	\$5,250.00
Avaya Notification Solution Annual Custom Software Support Sub-total:				\$5,250.00

Avaya Notification Solution Annual Software Support

PARTSNA	258152 SA for ANS R2 BASE License Annually	2.00	\$1,392.00	\$2,784.00
PARTSNA	258140 SA for ANS R2 STD CH License Annually	2.00	\$1,200.00	\$2,400.00
Avaya Notification Solution Annual Software Support Sub-total:				\$5,184.00

Public Works Call Sweet LIVE Call Reporting Customer Care

FSLCEB20NA	FOREVER SWEET BASE PLATFORM 20 ACD AGENTS Annual MNTC	1.00	\$2,532.94	\$2,532.94
Public Works Call Sweet LIVE Call Reporting Customer Care Sub-total:				\$2,532.94

Avaya Notification Solution Software Upgrades Annually 3 yea

PARTSNA	252409 ANS SA Upgrade Advantage 3 year term annual pay	2.00	\$696.00	\$1,392.00
PARTSNA	252403 SA Upgrade Advantage 3 year term annual pay	2.00	\$600.00	\$1,200.00
Avaya Notification Solution Software Upgrades Annually 3 yea Sub-total:				\$2,592.00



Attachment B

Quote Number: QUO-584297-00VYF5
 Date: 6/12/2012
 Page No.: Page 22 of 24
 VCP Cust: NO
 VCP ID #:

Sales Quote

Avaya Aura UC Solution Polycom Video

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 Lincoln, NE 68516

Customer P.O.: Customer ID: CITNED0001 Contract No. Shipping: UPS GROUND Payment Terms National Account Manager
 Name: Lisa Porter
 E-Mail: lporter@nacr.com
 Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
NACR Convergence Services				
	PROFESSIONAL SERVICES	1.00	\$44,240.00	\$44,240.00
NACR Convergence Services Sub-total:				\$44,240.00
Room System Video Installation				
	PROFESSIONAL SERVICES	1.00	\$14,000.00	\$14,000.00
Room System Video Installation Sub-total:				\$14,000.00
Fire Dept Gateways and Paging Installation				
	PROFESSIONAL SERVICES	1.00	\$21,000.00	\$21,000.00
Fire Dept Gateways and Paging Installation Sub-total:				\$21,000.00
NACR Installation Services				
	PROFESSIONAL SERVICES	1.00	\$217,165.00	\$217,165.00
NACR Installation Services Sub-total:				\$217,165.00
NACR COE TRAINING				
COE TRAINING	CENTER OF EXCELLENCE TRAINING see training included in SOW	1.00	\$22,150.00	\$22,150.00
NACR COE TRAINING Sub-total:				\$22,150.00
One X VIDEO				
229160	ONE -XC VIDEO R6.X PLDS NW ONE LIC	2,616.00	\$0.00	\$0.00
One X VIDEO Sub-total:				\$0.00
Video Conference System				
264148	SM R6.X SIP CONNECTION LIC (12 Licenses to connect One X Video to system)	12.00	\$95.00	\$1,140.00
1456-10445-001NA	POWER CORD: NORTH AMERICA	8.00	\$8.00	\$64.00
VSHPO025NA	RMX 2000, VMC 1000, MGC 25 SHIPPING FOR 1 SYSTEM	1.00	\$620.00	\$620.00
VRMX2710HDRNA	RMX 2000 IP ONLY 5HD1080p/10HD720p/20SD/30CIF (Conference Bridge)	1.00	\$45,000.00	\$45,000.00
VCCP0101NA	RMX/MGC Power Cord 110VAC 2.3 Meter (8 ft) North America	1.00	\$0.00	\$0.00
7200-23130-001NA	HDX 7000-720: HDX 7000 HD codec, EagleEye HD camera, (1S, 1st and 2nd floors CICO, 3rd floor and MSC	5.00	\$6,499.00	\$32,495.00
5150-18200-500NA	RMX 2000 ENCRYPTION LIC PACK	1.00	\$0.00	\$0.00

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 23 of 24
VCP Cust: NO
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Lincoln, NE 68516

Customer P.O.: Customer ID: CITNED0001 Contract No.: Shipping: UPS GROUND Payment Terms: National Account Manager
Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
PARTSNA	PS-100L-CTR Dual Monitor with Center mounted camera platform	5.00	\$693.06	\$3,465.30
PARTSNA	55LV355B LED Widescreen LG EzSign	10.00	\$1,761.36	\$17,613.60
Video Conference System Sub-total:				\$100,397.90

Video Conf Annual Support

4870-00902-112NA	PREMIER, 1 YR, RMX 2000 MPMx	1.00	\$7,820.00	\$7,820.00
4870-00408-156NA	TOTAL COVERAGE, ONE YEAR, HDWR SUPPORT, HDX 7000 SERIES	5.00	\$995.00	\$4,975.00
Video Conf Annual Support Sub-total:				\$12,795.00

Video Conference BRIDGE Installation

4870-00902-007NA	IMPLEMENTATION, RMX 2000 MPMx	1.00	\$7,800.00	\$7,800.00
Video Conference BRIDGE Installation Sub-total:				\$7,800.00

Panic Security System CICO

MISC	ECO GE NetworkX PANIC SYSTEM with 2-16 ZONE Exp Modules and 30- Buttons	1.00	\$1,282.12	\$1,282.12
MISC	ECO Button Installation tone, tag test and system Installation NACR Project Management	1.00	\$3,850.00	\$3,850.00
Panic Security System CICO Sub-total:				\$5,132.12

Panic Security System HOJ

MISC	ECO GE NetworkX PANIC SYSTEM with 5-16 ZONE Exp modules and 80 Buttons	1.00	\$2,605.00	\$2,605.00
MISC	ECO Button Installation tone, tag test and system installation	1.00	\$8,000.00	\$8,000.00
Panic Security System HOJ Sub-total:				\$10,605.00

Health

193806	UTILITY TRIGGER REM GATEWAY NEW SITE	1.00	\$0.00	\$0.00
Health Sub-total:				\$0.00

**Attachment B**

Quote Number: QUO-584297-00VYF5
Date: 6/12/2012
Page No.: Page 24 of 24
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Customer P.O.: Customer ID Contract No. Shipping Payment Terms National Account Manager
CITNED0001 UPS GROUND Name: Lisa Porter
E-Mail: lporter@nacr.com
Phone: 651-796-6590

Item	Description	Quantity	Unit Price	Ext. Price
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Pricing and discounts are based upon a complete combined solution a planned Phase one rollout. NACR would estimate completion in 90 to 120 days from final contracts.
Discounting is based upon contracts in place by June 20th to proceed. If the county is not approved in this phase the order will be modified and the discount structure will remain.
Extending discounts for county beyond phase 1 in June is in place till Sept 15th, 2012
The following payment terms apply to this order:
10% Due upon execution of the Master Agreement Rider; and
80% of the amount attributable to the Products
Due upon Customer's receipt of the Products; and
80% of the amount attributable to the Services
Due upon completion* of each SOW milestone; and
BALANCE Due upon project acceptance.+
*If Customer delays the date of installation more than sixty (60) days from the originally scheduled date of installation through no fault of NACR, the BALANCE attributable to the Products shall become immediately due and payable.
+ Acceptance shall be deemed to have occurred when the Products operate in accordance with the standard specifications or documentation that accompanies each Product.

*QUOTE VALID FOR 30 DAYS
*PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Subtotal: \$1,986,716.65

Terms and Conditions Apply

Tax: Not Included

Freight: Not Included

This order is a configured order and/or contains software.

Grand Total: \$1,986,716.65

Accepted By:

Buyer: _____ Date: _____
Title: _____

Seller: [Signature] Date: 6-13-12
Title: Rep

This document and the information hereon is both **CONFIDENTIAL AND PROPRIETARY**. North American Communications Resource, Inc. ("NACR") owns such information, and only the party for whom or for which this document was prepared may use the information for purposes that NACR expressly authorized. Any unauthorized use of such information, without the prior express written consent of NACR, is strictly prohibited. Failure to obtain NACR's written consent to disclose this document or the information hereon may cause the breaching party to be liable to NACR for damages, including (but not limited to) fees for designs that NACR prepared.

North American Communications Resource, Inc.

980 County Rd W Fremont, NE 68025

800-431-1333 651-994-6801 (fax)



Master Support Services
Agreement Number

MSSA-
1086

Master Support Services Agreement

Date: June 11, 2012

NACR: North American Communications
Resource, Inc.
3344 Hwy 149
Eagan, MN 55121
(800) 431-1333
FAX 651-994-6801

CUSTOMER: City of Lincoln
440 S. 8th St.
Lincoln, NE 68516
(402) 441-8314
FAX

This MASTER SUPPORT SERVICES AGREEMENT ("Agreement") is made and entered into on the date indicated above ("Effective Date") by and between NACR and Customer. NACR and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. This Agreement shall apply to all NACR Support Services ("Support Services"), as described in the relevant Attachments, to be provided by NACR to Customer as more fully described on one (1) or more Order Forms (e.g., Maintenance Services Order Forms, One Vision by NACR Services Order Forms, and Assist by NACR Services Order Forms) (each, an "Order Form") (Attachment B) that reference this Agreement and that are signed by an authorized representative of NACR and an authorized representative of Customer. Each Order Form shall contain an itemized list of all hardware and/or software (the "Products") for which the Support Services are to be provided, together with the price to be charged therefor.

This Agreement and the respective Attachments identified below apply to the respective Support Services that are ordered under the terms and provisions of this Agreement:

- ☒ Attachment A-1 NACR Supplemental Terms and Conditions of Maintenance Services; and/or
- ☐ Attachment A-2 NACR Supplemental Terms and Conditions of One Vision by NACR Services; and/or
- ☐ Attachment A-3 NACR Supplemental Terms and Conditions of Assist by NACR Services.

2. Customer may issue to NACR a purchase order to order Support Services from NACR, but no terms or provisions of the purchase order shall apply. Rather, only the terms and provisions of this Agreement shall apply to the Support Services.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

3. **FEES.** The price to be charged for the applicable Support Services ("Fees") shall be specified on each Order Form. Customer shall pay to NACR the Fees, together with any other itemized charges, taxes, and costs ("Amount Due"), in the manner described on the Order Form. The currency to be used for payment of the Amount Due is the United States Dollar.
4. **INVOICING AND PAYMENT.** Unless alternate payment arrangements are specified on the Order Form, NACR will invoice Customer for Support Services on a quarterly basis in advance. Payment is due thirty (30) days after the date that appears on NACR's invoice. Customer will pay all bank charges, taxes, duties, levies, and other costs and commissions associated with any wire transfer or other means of payment. All overdue amounts will be subject to a late payment charge of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is lower. Unless Customer provides to NACR a valid tax exemption certificate, Customer is responsible for paying all required taxes. Notwithstanding the previous sentence, Customer is not responsible for any income tax assessed on NACR's net income.
5. **CUSTOMER RESPONSIBILITIES.**
- 5.1 Vendor Management. Where NACR is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("Vendor Management"), Customer will provide to NACR a letter of agency or similar document, in a form that is reasonably satisfactory to NACR, that authorizes NACR to perform the Vendor Management. Where the third party vendor's consent is required for NACR to be able to perform the Vendor Management in a timely manner, Customer will obtain the written consent of the third party vendor and will provide to NACR a copy of such written consent.
- 5.2 Third Party Hosting. For Support Services that include monitoring, in the event that one (1) or more network address(es) to be monitored by NACR are associated with systems owned, managed, and/or hosted by a third party service provider ("Host"), Customer will (i) notify NACR of the Host prior to commencement of the Support Services; (ii) obtain Host's advance written consent for NACR to perform the Support Services on Host's computer systems and will provide to NACR a copy of the consent; and (iii) facilitate necessary communications between NACR and Host in connection with the Support Services.
6. **TITLE AND RISK OF LOSS.** Title to the Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Products. Title to Replacement Hardware (as defined in Attachment A-1) (if applicable) that has been provided as part of the Support Services will pass to Customer when installed. Customer will bear the risk of loss, theft, destruction, or damage to the Products (each, a "Loss"), and Customer will promptly provide to NACR written notice of any Loss that occurs.
7. **CONFIDENTIAL INFORMATION.** "Confidential Information" means either Party's business and/or technical information, information concerning employees, and any other information or data, regardless of whether such information is in tangible, electronic, or other form, if it is marked or otherwise identified in writing as confidential or proprietary. Information communicated verbally will qualify as Confidential Information if it is designated as confidential or proprietary at the time of disclosure and summarized in writing within thirty (30) days after verbal disclosure. Confidential Information does not include materials or information that (i) is generally known by third parties as a result of no act or omission of the receiving Party; (ii) subsequent to its disclosure, it was lawfully received from a third party having the right to disseminate the information without restriction on disclosure; (iii) was already known by the receiving Party prior to receiving it from the other Party and it was not received from a third party in breach of that third party's obligations of confidentiality; (iv) was independently developed by the receiving Party without use of Confidential Information of the disclosing Party; or (v) is required to be disclosed by court order or other lawful government action, but only to the extent ordered, and provided that the receiving Party promptly provides to the disclosing Party written notice of the pending disclosure so that the disclosing Party may attempt to obtain a protective order. In the event of a potential disclosure pursuant to subsection (v) above, the receiving Party will provide reasonable assistance to the disclosing Party where the disclosing Party attempts to obtain a protective order. Each Party will protect the confidentiality of all Confidential Information received from the other Party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Except as permitted in this Section or for the purpose of performing its obligations under the terms and provisions of this Agreement, neither Party will use or disclose the other Party's Confidential Information. The confidentiality obligations of each Party will survive the termination of this Agreement. Upon termination of this Agreement, each Party will cease all use of the other Party's Confidential Information and will promptly return (or, at the other Party's request, destroy) all Confidential Information in tangible form and all copies of Confidential Information in that Party's possession or under its control. In addition, each Party will destroy all copies of the other Party's Confidential Information that it has on its computers, disks, and other digital storage devices. Upon request, a Party will certify in writing its compliance with the terms and provisions of this Section.

8. **REPRESENTATIONS AND WARRANTIES.** NACR represents and warrants to Customer that the Support Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of this Agreement. If the Support Services have not been so performed and if within thirty (30) days after the performance of the Support Services Customer provides to NACR written notice of such non-compliance, then NACR, at its option, will re-perform the Support Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Support Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only. EXCEPT AS REFERENCED AND LIMITED IN THIS AGREEMENT, NEITHER NACR NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SUPPORT SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE SUPPORT SERVICES WILL RENDER A PRODUCT OR SUPPORTED SYSTEM (AS DEFINED IN ATTACHMENT A-1) (IF APPLICABLE) SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NACR DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD"); NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; OR COST OF COVER). EACH PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT WILL NOT EXCEED (A) IN THE CASE OF CUSTOMER, THE TOTAL AMOUNT PAYABLE TO NACR UNDER THE TERMS AND PROVISIONS OF THE ORDER FORM WITH RESPECT TO WHICH SUCH CLAIM ARISES, AND (B) IN THE CASE OF NACR, THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO NACR UNDER THE TERMS AND PROVISIONS OF THE ORDER FORM WITH RESPECT TO WHICH SUCH CLAIM ARISES. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND REGARDLESS OF WHETHER (1) EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (2) THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY PROVISIONS IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND AFFILIATES. THE LIMITATIONS OF LIABILITY PROVISIONS IN THIS SECTION, HOWEVER, WILL NOT APPLY IN CASES OF INTENTIONAL (WILLFUL) MISCONDUCT OR GROSS NEGLIGENCE, PERSONAL INJURY OR DEATH, DAMAGES TO PROPERTY, OR BREACHES OF THE TERMS AND PROVISIONS OF ANY SOFTWARE LICENSE.
10. **DISPUTE RESOLUTION.** If a dispute arises that cannot be resolved by the personnel directly involved, the dispute shall be referred jointly to the responsible area senior management for NACR and Customer. The senior management shall exercise good faith efforts to settle the dispute within thirty (30) days (or an extended period, if they so agree). In the event that the dispute is not resolved within such a period, the Parties reserve the right to seek other relief as the Party deems appropriate.
11. **MISCELLANEOUS.**
- 11.1 **Merger** - This Agreement constitutes the entire agreement between NACR and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence and understandings between the Parties, whether written or verbal. No provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment, or modification is in a writing that is signed by the Party against whom enforcement is sought.
- 11.2 **No Assignment** - This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.
- 11.3 **Notices** - All notices issued under the terms and provisions of this Agreement shall be in writing and shall be delivered in person, sent by facsimile, sent by overnight courier, or sent by certified U.S. Mail, return receipt requested, postage prepaid, to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate by like notice. In addition, copies of all notices to NACR shall be delivered to

Mark L. Geier, General Counsel, North American Communications Resource, Inc., 3344 Highway 149, Eagan, MN 55121.

- 11.4 **Acknowledgment and Authority** - By execution hereof, the signer hereby certifies that he/she has read this Agreement and these terms, understands them, and agrees to all terms and provisions stated herein. In addition, NACR and Customer represent and warrant to each other that each respective Party has the full right, power, and authority to execute this Agreement.
- 11.5 **Publicity** - Neither Party shall use the name(s), trademark(s), or trade name(s), whether registered or not, of the other Party in publicity releases or advertising or in any other manner without the prior written consent of such other Party. Each Party agrees that it will not, without the prior written consent of the other Party, make any public statement regarding this Agreement, any of its provisions, or the fact that this Agreement exists.
- 11.6 **Independent Contractors** - The Parties acknowledge that Customer is a Party independent from NACR and that nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, principal and agent, or any relationship other than that of independent entities contracting with each other solely for the purpose of carrying out the terms and provisions of this Agreement.
- 11.7 **Waiver** - If either Party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other Party.
- 11.8 **Force Majeure** - NACR shall not be liable for any loss, failure, or delay in furnishing Support Services resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of NACR.
- 11.9 **Insurance** - NACR will obtain and maintain at its sole cost and expense during the term of this Agreement, and ensure that its contractors obtain and maintain at their sole cost and expense, with insurers licensed to do business in all jurisdictions where services are performed and that have a Best's rating and policy holder surplus of A-;VII, the following minimum insurance coverages:
Workers Compensation Insurance. NACR shall maintain workers compensation as required under any workers compensation or similar law in the jurisdiction where the services are performed, and employer's liability insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
Commercial General Insurance. NACR shall maintain commercial general liability with a limit of not less than \$1,000,000 each occurrence. Policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two years following the completion of the applicable Sales Quote or Master Agreement Rider.
Automobile Liability. NACR shall maintain automobile liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
Excess/Umbrella Liability Insurance. NACR shall maintain commercial umbrella liability insurance excess of employer's liability, general liability and automobile liability with a limit of not less than \$5,000,000 each occurrence.
Errors and Omissions Liability Insurance. If the services are professional services, errors and omissions liability coverage appropriate to the service being provided. Coverage must apply to economic damages resulting from a professional error, act, or omission arising out of the scope of services defined in this contract. Coverage must be maintained in an amount of at least \$3,000,000 per occurrence and aggregate.
A Certificate of Insurance which evidences the above policies and their limits and which indicates Customer as an "Additional Insured" on all such policies except the workers compensation and professional liability policies will be provided by NACR to Customer prior to commencement of any work under this Agreement. NACR agrees that such policies represented by the Certificate of Insurance will not be canceled or changed without ten (10) days prior written notice to Customer.
- 11.10 **Indemnification** - Customer, at its expense, agrees to defend, indemnify, and hold harmless NACR and its officers, directors, employees, and agents (individually and collectively, an "NACR Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of injury or damage proximately caused by Customer in the course of performing Customer's obligations under this Agreement (or in breach thereof). This obligation is conditioned on an NACR Indemnified Party promptly notifying Customer of any such suit, claim, action, or proceeding. NACR acknowledges that Customer shall have the right to control the defense and all negotiations for its settlement or compromise; provided, however, that Customer shall not enter into any settlement that binds an NACR Indemnified Party in any way without the prior written consent of the pertinent NACR Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

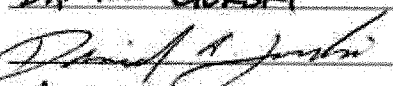
NACR, at its expense, agrees to defend, indemnify, and hold harmless Customer and its officers, directors, employees, and agents (individually and collectively, a "Customer Indemnified Party") from and against all liabilities, damages, costs, fees, and expenses (including, but not limited to, reasonable attorneys' fees) arising from suits, claims, actions, or proceedings brought by (or on behalf of) any person or entity on account of injury or damage proximately caused by NACR in the course of performing NACR's obligations under this Agreement (or in breach thereof). This obligation is conditioned on a Customer Indemnified Party promptly notifying NACR of any such suit, claim, action, or proceeding. Customer acknowledges that NACR shall have the right to control the defense and all negotiations for its settlement or compromise; provided, however, that NACR shall not enter into any settlement that binds a Customer Indemnified Party in any way without the prior written consent of the pertinent Customer Indemnified Party, which consent shall not be unreasonably withheld, delayed, and/or conditioned.

11.11 **Equal Employment** – Equal employment opportunity in connection with the performance of work under this agreement, NACR agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, NACR shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

11.12 **Living Wage, Audit & E-Verify**

NACR agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July. NACR agrees that if asked, NACR shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code. In accordance with Neb. Rev. Stat. 4-108 through 4-114, NACR agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. NACR shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. NACR shall require any subcontractor to comply with the provisions of this section.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: North American Communications
Resource, Inc.
BY: DANIEL GORSKI
SIGNATURE: 
TITLE: VICE PRESIDENT - COE
DATE: 6/13/2012

CUSTOMER: City of Lincoln
BY: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

ATTACHMENT A-1

NORTH AMERICAN COMMUNICATIONS RESOURCE, INC.

SUPPLEMENTAL TERMS AND CONDITIONS OF MAINTENANCE SERVICES

1. ORDER FORM; PROVISION AND SCOPE OF MAINTENANCE SERVICES.

1.1 Order Form and Provision of Maintenance Services. NACR will provide the Maintenance Services (as hereinafter defined) for Supported Products (as hereinafter defined) or Supported Systems (as hereinafter defined) at Supported Sites (as hereinafter defined), as described further in this Agreement and in a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") that references this Agreement (Attachment C). "Maintenance Services" are defined as all services ordered by Customer to maintain and service the Products to ensure that they operate in conformance with their respective documentation and specifications. In the event of a conflict between the terms and provisions of the SOW and the terms and provisions of this Agreement, the terms and provisions of this Agreement will control. "Supported Products" are (i) Products identified on the Order Form; and (ii) Added Products (as defined in Section 1.8). "Supported Systems" are networks that are specified on the Order Form and/or a group of Supported Products. "Supported Sites" are locations that are specified on the Order Form. Supported Products and Supported Systems, collectively, are referred to herein as "Maintained Products." Order Forms are subject to acceptance by NACR. NACR may accept an Order Form by beginning to perform the Maintenance Services that are described on such Order Form. The pricing on the pertinent Order Form is based on the port and item counts provided at NACR. If the actual quantities of ports that are maintained at the inception of the Order Form vary by more than five percent (5%) from the port count that had been provided to NACR and/or there is a discovery of additional items, NACR reserves the right to adjust the pricing for the pertinent Order Form to reflect the actual quantities being maintained.

1.2 Monitoring. NACR may electronically monitor Supported Products and Supported Systems for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Maintenance Services; and (v) as otherwise provided in the SOW.

1.3 Error Correction. Some Maintenance Services options may include correction of Errors. An "Error" means a failure of a Supported Product to conform in all material respects to the manufacturer's specifications that were applicable when the

Supported Product was originally purchased or originally licensed, as the case may be.

1.4 Help Line Support. Where the Maintenance Services include help line support, NACR will provide such help line support (e.g., service hours and target response intervals) in accordance with that which is indicated on the Order Form or the SOW.

1.5 Updates. Where the Maintenance Services include the provision of Updates, NACR will make available to Customer such Updates as the manufacturer makes such Updates available to NACR. An "Update" is a change in software that typically provides maintenance correction only. An Update typically is designated as a change in the digit to the right of the second decimal point (e.g., n.y.[z]). NACR, at its option, will determine how to provide an Update (e.g., via a website, email, U.S. Mail, etc.). Updates may be remotely installed by NACR (or its subcontractor) or delivered to Customer for Customer to install.

1.6 End of Support. NACR may discontinue or limit the scope of Maintenance Services for Supported Products that the manufacturer of the respective Supported Product has declared "end of life," "end of service," "end of support," "manufacture discontinue," or any similar designation ("End of Support"). For products manufactured by Avaya, Inc. ("Avaya"), Customer may access Avaya's user support website (www.support.avaya.com) for End of Support notifications. End of Support will be effective as of the date indicated in the End of Support notice. Alternatively, Avaya may provide End of Support notices by email to email addresses that Customer has registered with Avaya. If Maintenance Services are discontinued for a Supported Product, the Supported Product will be removed from the Order Form and the Fees will be adjusted accordingly. For certain Supported Products subject to End of Support, NACR may continue to offer a limited set of Maintenance Services ("Extended Support") where NACR chooses to provide such Extended Support, the description of such Extended Support and the Fees associated therewith will be available at the time of NACR's notice. These notices will communicate information such as Extended Support eligibility, Extended Support alerts related to parts shortages, and end of Maintenance Services (including Extended Support) eligibility.

1.7 Replacement Hardware. Hardware that NACR will provide as part of the Maintenance Services ("Replacement Hardware") may be new, factory reconditioned, refurbished, re-manufactured, or functionally equivalent. Replacement Hardware, if not new, will be warranted the same as new hardware and will be equivalent to new in its performance. Replacement Hardware will be furnished only on an exchange basis. Returned hardware that has been replaced by NACR will become NACR's property. NACR represents and warrants that all Replacement Hardware will be free of defects in design, materials, and workmanship. In addition, if NACR is not the manufacturer of such Replacement Hardware, NACR

will make available to Customer all warranties provided by the manufacturer for such Replacement Hardware.

1.8 Added Products. If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products ("Added Products") and locates such Added Products with existing Supported Products at a Supported Site, the Added Products will be added to the Order Form automatically at NACR's then current fees as of the date on which the Added Products are first co-located with the Supported Products and for the remainder of the Term (as hereinafter defined). Added Products purchased from a party other than NACR are subject to certification by NACR at NACR's then current certification rates. If an Added Product fails certification, NACR may choose not to add such Added Product as a Supported Product.

1.9 General Limitations. Unless the SOW provides otherwise, NACR will provide Maintenance Services for software for only the unaltered current release of such software and the prior release of such software. The following items are included in the Maintenance Services only if the SOW specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than NACR (except for installation of standard, self-installed Updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or power surges); (vii) Maintenance Services for Supported Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, delaced, or deleted; and (viii) correction of Errors, the cause of which occurred prior to the date of commencement of the pertinent Order Form.

2. CUSTOMER RESPONSIBILITIES.

2.1 General. Customer will cooperate with NACR as reasonably necessary for NACR's performance of its obligations, including things such as (i) providing NACR with full, free, and safe access to Customer's facilities; (ii) providing telephone numbers, network addresses, and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access such Supported Products. The foregoing three (3) items will be provided by Customer at Customer's expense. If NACR provides an Update or other new release of software as part of the Maintenance Services, Customer will implement it promptly.

2.2 Provision of Supported Products and Supported Systems. Customer will provide all Supported Products, Supported Systems, and Supported Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Supported Product, each Supported System, and each Supported Site; and (ii) NACR, its suppliers, and its subcontractors are



authorized to do the same to the extent necessary to provide the Maintenance Services in a timely manner.

2.3 **Moves of Supported Products.** When Customer seeks to move any Supported Product, Customer will notify NACR. Only NACR or its authorized agent may move Supported Products. NACR may charge additional amounts to recover additional costs incurred in providing the Maintenance Services as a result of Supported Products that have been moved by a party other than NACR or its authorized agent.

2.4 **Access to Personal Data.** If Customer expressly instructs NACR in writing either to access personal data of any employee, customer, or other individual ("Personal Data") contained in any Supported Product or Supported System, or to provide Customer or a third party identified by Customer with access to such Personal Data, Customer will indemnify NACR and its owners, officers, directors, employees, agents, and affiliates against, and will hold each of them harmless from, any and all liabilities, costs, damages, judgments, and expenses (including costs and reasonable attorneys' fees) arising out of NACR's accessing or providing access in accordance with Customer's written instructions.

2.5 **Maintained Products.** Customer will not remove any identification tags or other markings on any Maintained Product.

3. **SOFTWARE LICENSE.** Where the Maintenance Services include providing patches, updates, or feature upgrades for Supported Products ("New Software"), New Software will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original software for which the patch, update, or feature upgrade is provided. Where there is no existing license for the original software, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the end user license agreement accompanying such components, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

4. **TERM AND TERMINATION.** Unless a different term is specified on the Order Form, NACR will provide the applicable Maintenance Services for a term ("Term") of one (1) year, which will begin on the Effective Date. Following the expiration of the Term, Maintenance Services may be renewed by mutual agreement between the Parties. Unless otherwise specified on the applicable Order Form, Customer may terminate Maintenance Services, in whole or in part, upon providing to NACR thirty (30) days advance written notice; provided, however, that Customer shall be liable to NACR for the lesser amount due for Maintenance Services for (i) Twelve (12) months; or (ii) The remainder of the Term.

Either Party may terminate this Agreement without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of this Agreement within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requesting that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

5. **INTELLECTUAL PROPERTY INFRINGEMENT**
INDEMNIFICATION. With respect to Replacement Hardware that NACR provides to Customer hereunder, NACR will provide to Customer an intellectual property infringement indemnity to the extent, and only to the extent, that NACR receives an intellectual property infringement indemnity from the respective manufacturer for such Replacement Hardware. The terms and provisions of each intellectual property infringement indemnity that apply to the respective Replacement Hardware that NACR provides to Customer hereunder are available at www.nacr.com.

Because NACR is not the manufacturer of any of the Replacement Hardware, NACR provides no indemnity with respect to any claim that arises from a combination of (i) Replacement Hardware manufactured by one (1) manufacturer with a Replacement Hardware manufactured by a different manufacturer; or (ii) Replacement Hardware that NACR provides to Customer with any product that NACR has not provided to Customer. Notwithstanding the preceding sentence, however, with respect to each individual Replacement Hardware involved in the aforementioned combinations, NACR will still provide to Customer the intellectual property infringement indemnity to the extent, and only to the extent, that NACR receives an intellectual property infringement indemnity from the respective manufacturer for the respective Replacement Hardware.

City of Lincoln – 6/12/2012





Support and Upgrade Advantage Addendum

This Addendum applies to NACR Sales Quote or Master Agreement Rider Number QUO-580810-DHLY0Z

This Sales Quote or Master Agreement Rider includes a three (3)-year Avaya Support Advantage ("SA") and/or a three (3)-year Avaya Upgrade Advantage ("UA") package for the following items:

Item Number	Description	3-Year Price
237517J	SA ESS C/D AURATM R6 ANLG 3YAN	\$1,512.00
237519	UPG ADV AURATM R6 ANLG 3YAN	\$2,520.00
238267J	SA ESS C/D AES R6 BSC TSAPI 3YAN	\$37.44
238269	UPG ADV AES R6 BSC TSAPI 3YAN	\$57.60
238303J	SA ESS C/D AES R6 DMCC FULL 3YAN	\$155.52
238305	UPG ADV AES R6 DMCC FULL 3YAN	\$239.04
238971J	SA ESS C/D AURATM R6 EE 101-1000 N1 3YAN	\$253.44
238983	UPG ADV AURATM R6 EE 101-1000 N1 3YAN	\$417.60
238989J	SA ESS C/D AURATM R6 EE 1001+ N1 3YAN	\$82,874.88
239001	UPG ADV AURATM R6 EE 1001+ N1 3YAN	\$55,642.32
238498J	SA ESS C/D AURA MSG 6 MAINSTREAM 3YAN	\$47,504.52
238510	UPG ADV AURA MSG 6 MAINSTREAM 3YAN	\$3,992.84
238078	SA ESS CONF R6 S6100 3YAN	\$12,780.00
238080	UPG ADV CONF R6 S6100 3YAN	\$7,668.00
237913J	SA ESS C/D IMR6 SITE ADM ASA/VAM 3YAN	\$204.00
237915	UPG ADV IMR6 SITE ADM ASA/VAM 3YAN	\$177.00
237919J	SA ESS C/D IM R6 PERF-ADM 50 VCE 3YAN	\$2,478.00
237921	UPG ADV IM R6 PERF-ADM 50 VCE 3YAN	\$2,160.00
252403	UPG ADV ANS R2 STD CH SNGL SRVR 3YAN	\$3,600.00
252409	UPG ADV ANS R2 BASE SNGL SRVR 3YAN	\$4,176.00
258140	SA ESS ANS R2 STD CH SNGL SRVR 3YAN	\$7,200.00
258152	SA ESS ANS R2 BASE SNGL SRVR 3YAN	\$8,352.00

238159J	SA ESS C/D One X R6, X video	\$5,493.60
238161	PG ADV ONE XC R6 VIDEO 3YAN	\$3,270.00

The total amount due for the SA and/or UA for the entire three (3)-year period for the above-listed item(s) is \$ 270,039.56

("SA and/or UA Amount"). The SA and/or UA Amount is due in three (3) equal progress payments, the first of which is included in the Price. Customer understands and agrees that the remaining two (2) payments are NOT included in the Price that is reflected on the Sales Quote or Master Agreement Rider referenced above, and Customer agrees to pay the remaining two (2) payments, in equal installments, at the following times:

Second Payment: On the date that is one (1) year from the date on which installation of the Product(s) to which the SA and/or UA pertains is complete; and

Third Payment: On the date that is two (2) years from the date on which installation of the Product(s) to which the SA and/or UA pertains is complete.

		North American Communications Resource, Inc.			
SELLER:		BUYER:	City of Lincoln		
BY:	<u>Richard Baurden</u>	BY:			
SIGNATURE:	<u>[Signature]</u>	SIGNATURE:			
TITLE:	<u>RVP</u>	TITLE:			
DATE:	<u>8-13-12</u>	DATE:			